

JANITORIAL SERVICE  
CONTRACT

THIS AGREEMENT, made and entered into by and between the South Dakota Department of Labor (hereinafter referred to as the Agency) and A-1 Janitorial, Mitchell SD (hereinafter referred to as the Contractor).

WHEREAS, the Agency desires certain services as hereinafter specified, and the Contractor has agreed to provide such services;

NOW, THEREFORE, in consideration of the promises, mutual agreements, and such other good and sufficient consideration as identified herein, the parties to this contract agree as follows:

1. The Agency hereby agrees to retain the contractor for services identified herein and the Contractor hereby accepts such retainer upon the terms and conditions hereinafter set forth.
2. The Contractor is retained by the Agency only for the purposes and extent set forth in this contract, and the Contractor's relationship to this Agency shall, during the period covered by this contract, be that of an independent contractor to a principal and the Contractor shall be free to dispose of his time as he sees fit during those hours which are not obligated hereunder to the Agency.
3. The contractor shall perform all the duties necessary in providing janitor service in the Mitchell SD Dept of Labor Office as per janitor services specification schedule.
4. The term of this contract shall be from the 1st day of July 2010 to the 30th day of June 2011. This contract may be terminated by either party, the Department of Labor or the Contractor, upon thirty (30) days' written notice.
5. The Agency shall pay the Contractor the sum of \$992.29 at the end of each month for the performance of services identified in this contract. The TOTAL CONTRACT AMOUNT is an amount not to exceed \$11,907.48. It is agreed this amount shall be the total compensation to the Contractor, and the Contractor shall not receive additional reimbursement for any expenses incurred in the performance of duties specified in this contract.
6. The Contractor agrees to hold harmless and indemnify the State of South Dakota, its officers, agents, and employees, from and against any and all actions, suits, damages, liability or other proceeding which may arise as a result of performing services hereunder. This section does not require the Contractor to be responsible for or

defend against claims or damages arising solely from errors or omissions of the State, its officers, agents, or employees.

7. The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$100,000 each occurrence, a general aggregate limit of not less than \$200,000 and a products-completed operations aggregate of not less than \$100,000.

If applicable the Contractor shall procure and maintain business liability automobile insurance, workers' compensation insurance and unemployment insurance as required by South Dakota Law.

Five days prior to commencement of work under this Agreement, the Contractor shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and provide that such insurance shall not be canceled, except on 30 days' prior written notice to the State. The Contractor shall furnish copies of insurance policies if requested by the State.

8. This agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. This agreement will be terminated by the State if the Legislature fails to appropriate funds or grant expenditure authority. Termination for this reason is not a default by the State nor does it give rise to a claim against the State.
9. State unemployment insurance laws require that employers maintain records of employment and wages and provide this information, along with other reports as needed, to the Department. This information is confidential and unauthorized release is a Class 2 misdemeanor. The Department is subject to the federal Privacy Act, as records include social security numbers, and this Act provides civil and criminal penalties for unauthorized disclosure. Other federal confidentiality provisions also apply to records maintained concerning applicants and employers using Career Center or other Department programs.

CONTRACTOR

STATE OF SOUTH DAKOTA  
Department of Labor

Tami Dammann  
Contractor Name  
Tami Dammann  
Contractor Signature

Mitchell  
Local Dept of Labor Office  
Jean Anderson  
Local Office Manager

5-13-10  
Date

**Contractor Address:**

P.O. 1093  
Street or Box Number

Robert B. Finner  
Director of Administrative Services

Mitchell SD. 57301  
City State Zip

05/14/2010  
Date

605-999-0414  
Phone Number of Contractor

5-13-10  
Date

(Address: Where payment is to be sent  
if different from above)

\_\_\_\_\_  
Street or Box Number

\_\_\_\_\_  
City State Zip

## JANITOR SERVICES

### SPECIFICATION SCHEDULE

The Janitor Service will perform the cleaning services as specified below five (5) days per week, with the exception of holidays observed by the South Dakota Department of Labor. The work shall be performed after 5:00 p.m

The Janitor shall provide all cleaning equipment, i.e., vacuum cleaners, mops, cleaners and disinfectants as necessary.

It is mutually understood and agreed that the South Dakota Department of Labor will furnish the following maintenance items.

Paper towels  
Toilet Paper  
Hand Soap

Incandescent bulbs  
Fluorescent bulbs  
Trash can liners

#### A. Interior

##### 1. Floors

- a. On a daily basis all vinyl tile areas are to be dust-mopped using a non-slip product.
- b. On a daily basis vinyl and/or ceramic tiles in the entrance areas, rest rooms, and break rooms are to be wet-mopped using a non-slip product.
- c. Using a non-slip product scrub and wax tile floors in the entrance areas, reception area, break room, and rest rooms quarterly (December, March, June, September).
- d. Throw rugs at entrance are to be vacuumed daily.
- e. Carpets are to be spot cleaned daily.
- f. All vinyl tiles areas are to be buffed one time per month.
- g. Carpets
  - (1) All hallways, aisles, walkways and stairs to be vacuumed daily.
  - (2) Individual offices and office pods to be vacuumed once per week.
- h. Carpets will be professionally cleaned at the expense of the Contractor once per contract year. The Agency will initiate the cleaning through the Contractor who will make arrangements with the carpet cleaning company.

##### 2. Windows

- a. Door and entry glass is to be cleaned daily.
- b. All interior partition windows and/or reception area glass is to be cleaned one (1) time a week.



- c. All exterior windows to be washed on the inside quarterly (December, March, June and September) and the outside two (2) times a year (April and September).
  - d. Window sills and frames to be dusted daily.
3. Furniture and General Interior
- a. Custodial Closet:
    - (1) The custodial closet to be kept neat, clean, and orderly at all times.
    - (2) All cleaning products are to be stored in their original, properly labeled containers.
    - (3) Any product requiring special handling or the use of personal protective equipment is to be clearly labeled and the special handling instructions identified.
    - (4) Flammable and combustible fluids should be stored in safety cans, preferably in locked and identified cabinets.
    - (5) The amount of cleaning supplies stored is to be kept to immediate use level.
    - (6) Used dry mops are to be hung when stored.
    - (7) Used oil rags are to be stored in metal containers with tight fitting lids.
  - b. Empty wastebaskets daily. Clean and/or change bag if needed.
  - c. Disinfect the drinking water fountains daily.
  - d. File cabinets dusted daily--cleaned one (1) time per week.
  - e. Reception counters to be dusted daily.
  - f. Tables in conference rooms are to be cleaned and dusted daily.
  - g. Dividers/partitions are to be dusted one (1) time per week.
  - h. Heating ducts' screens and louvers in ceiling are to be cleaned quarterly (December, March, June, and September).
  - i. Cloth panels are to be vacuumed semi-annually (March and September).
  - j. Replace light bulbs as needed from customer stock.
  - k. Spot clean walls and ceilings as needed.
  - l. Remove cobwebs and other foreign objects from walls, ceilings, and entryways daily.
  - m. The exposed tops of all hard surfaces; files, desks, chairs, machines, counters, window sills, panel tops, tables, etc., to be dusted daily.
4. Waste Removal
- a. Accumulated waste materials are to be put in covered garbage receptacles daily.
5. Rest Rooms
- a. Clean, sanitize and disinfect sinks, toilets, and urinals daily.
  - b. Floors (see section A., 1., b.).
  - c. Tile walls and booth stall walls to be wiped down daily.
  - d. Clean and polish all mirrors and chrome daily.
  - e. Fill all soap dispensers as required.
  - f. Fill towel and toilet paper holders as required.

- g. Using a non-slip product scrub and wax rest room floors quarterly (December, March, June, September).

6. Employees Break Area

- a. Empty trash cans daily.
- b. Floors (see section A., 1.)
- c. Spot clean walls daily.
- d. Clean and dust tables, chairs, vending machines and sink counters daily.